



Office of Real Property Utilization and Disposal

# FOREST SERVICE PROPERTY FOR SALE

## INVITATION FOR BIDS

**The USDA Forest Service invites you to bid  
on this remarkable property!**

This sale is designed to dispose of administrative property and structures no longer being utilized by the Siuslaw National Forest. This project is authorized pursuant to the Pilot Conveyance Authority (P.L. 107-63, as amended). The property is located in Mapleton, Oregon. A Bid Deposit is required, and a Minimum Bid amount has been established for the sale.

## Hillcrest Administrative Property



Residence #1025

**The Hillcrest Administrative property** is located at 11459 Hillcrest Drive, just north of Oregon State Highway 126, in **Mapleton, Oregon**, in Lane County. The property is approximately 95.6 acres and contains three residential buildings, one doublewide modular, a warehouse storage building, and two small utility sheds. The improvements are located in Map Number 18-10-11, Tax Lot 700, and Map Number 18-10-31, Tax Lot 100 on the Lane County Tax Assessor's Map.

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
Hillcrest Administrative Property  
9PZF-11-12  
ZEATL911792001**

This Property is located at 11459 Hillcrest Dr in Mapleton, Oregon. The Property contains approximately 95.6 acres in Lane County. The property contains three stick-built residences, one modular residence, one warehouse/storage building, a pump house and a utility sheds.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date: September 12, 2011

End Date: **Based on Bidding**

Starting Bid: **\$400,000.00**

Registration Deposit: **\$40,000.00**

Bid Increment: **\$5,000.00**

**Sales Information**

Susan Henry – Forest Service  
(541) 225-6338  
[susanhenry@fs.fed.us](mailto:susanhenry@fs.fed.us)

Chuck Gladney – Forest Service  
(541) 870-8333  
[cgladney@fs.fed.us](mailto:cgladney@fs.fed.us)

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)

Register and submit your bid

**Online Auction Assistance**

Lisa Roundtree  
253-931-7709  
[lisa.roundtree@gsa.gov](mailto:lisa.roundtree@gsa.gov)

**Inspection Opportunities:**

The property will be open for inspection on the dates listed below from 10 a.m.– 3 p.m.

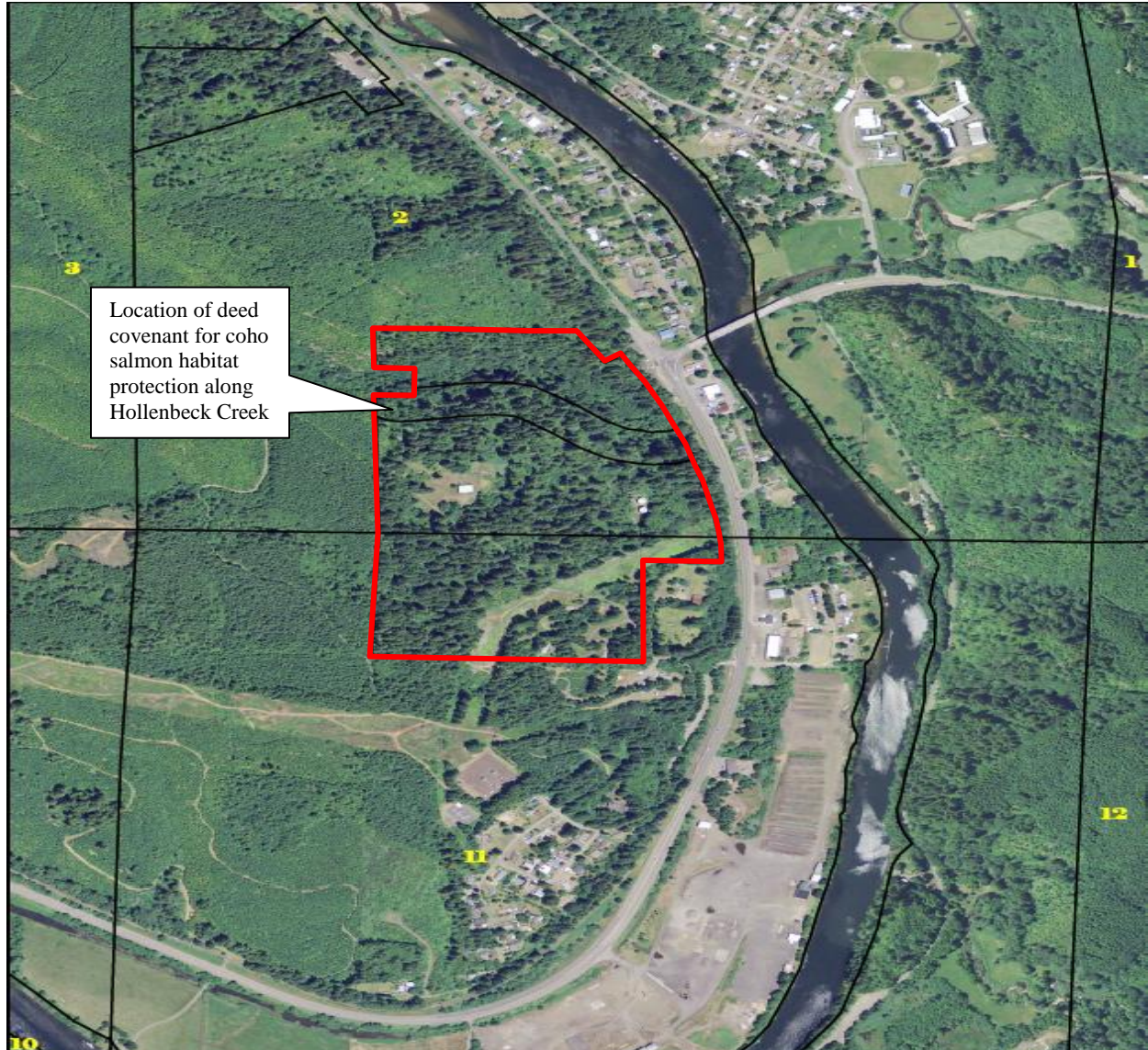
**Wednesday, September 21, 2011  
Saturday, September 24, 2011**

For additional information, please visit  
[www.fs.fed.us/r6/XXXXXX](http://www.fs.fed.us/r6/XXXXXX)

**Send Bid Form and Registration To:**  
General Services Administration  
Real Property Disposal & Utilization (9PZF)  
400 15<sup>th</sup> Street S.W  
Auburn, WA 98001  
Attn: Lisa Roundtree

**TABLE OF CONTENTS**

Property Description .....page 4  
General Terms of Sale.....page 9  
Instructions to Bidders.....page 14  
Notices and Covenants.....page 21  
Bidder Registration and Bid Form...page 26



**Aerial photograph of the Hillcrest Administrative Property. Property lines shown in red are approximate, photograph is for informational purposes only.**

**Table 1 - Buildings at Hillcrest Administrative Site Size and Age**

Building No.	Type	Square Footage	Year Constr.	Remarks
1025	Residence	1,036	1958	3 Bdrm 1 Bath Unfinished Basement
1026	Residence	1,563	1960	3 Bdrm 1.5 Bath
1027	Residence	1,563	1960	3 Bdrm 1.5 Bath
2006	Modular	1,104	1977	3 Bdrm 2 Bath
1821	Pump House/Shed	64	1986	
1822	Storage Shed	96	1986	Storage Shed
2225	Warehouse	3800	1980	Concrete Pad Metal



# PROPERTY DESCRIPTION

---

## LOCATION AND SETTING

The town of Mapleton is an unincorporated community in Lane County, Oregon. It is located on Oregon Route 126 and the Siuslaw River, 45 miles west of Eugene, Oregon, and 15 miles east of the coastal community of Florence, Oregon. Mapleton, the gateway to water sports on the upper Siuslaw River and Lake Creek, was thought to be named for its many big-leaf maples. The town is nestled in the foothills of the Coast Range and residents live both north and south of the Siuslaw River. The Mapleton Boat Ramp is a popular place during the salmon and steelhead runs. Mapleton services include small tourism related retail shops, restaurants and a grocery. Full service amenities are available in Florence, a short drive of 15 minutes to the west.

As of 2010, Mapleton (zip 97453)'s population is 1,026 people. The median home cost in Mapleton is \$144,140. The mean elevation of the community is 16 feet above sea level. The town boasts an indoor Olympic size swimming and diving facility.

The average minimum temperatures are 35°F in January to 53°F in July. On average the recorded precipitation in January is 7.7 inches and in July is 1.1 inches in Mapleton.

This facility is located in Lane County, Oregon, and is currently managed by the Siuslaw National Forest.

## ABOUT THE COMMUNITY OF FLORENCE, OREGON:

The town of Florence, a 15 minute commute from Mapleton, is a coastal commercial center that serves an area wide population of nearly 22,000. It is accessible by highway, sea and air. There are department stores, a community college, a winter concert series and a taxi service. Florence is located on the beautiful Oregon coast and has miles of beaches. To the north, there is a 25-mile stretch of clean sand, driftwood, crashing surf and high promontories. Southward, the Oregon Dunes National Recreation Area sits, 42 miles of shifting dunes, lakes and forests make it one of the country's most popular seaside attractions.

Florence is surrounded with beautiful, towering fir and pine trees that extend to the doorsteps of the residential areas. Its backdrop is the Siuslaw National Forest, one of the nation's most productive tree growing areas.

Florence is also a river town. From more than one hundred miles deep within the Coastal Range, the Siuslaw River begins a meandering trip to the sea. About half a mile west of Florence, new jetties have extended the river's mouth. Two walls of massive stones extend a quarter mile into the Pacific Ocean. This \$30 million project was done to enhance river navigation. More and more often the traffic whistle blows, the center of the Siuslaw Bridge raises and another fishing boat or lumber barge passes the historic riverfront district.

There are over a dozen fresh water lakes which serve anglers, boaters and swimmers. All of these features add up to a whole lot of tourism. Whether one's recreational needs call for sand, surf, golfing, lakeshores or a deep forest, Florence has all of it close at hand. Recently half a million dollars was spent improving a lighted 3,000 foot runway at the airport. And right down the street an Industrial and Business Park is booming.

Florence is a full service community with a hospital, ambulance service, Adult and family health services, a humane society, a municipal airport, City and State Police, County Sheriff, the Siuslaw Valley Fire Department, U.S. Post Office, a public library and the Port of Siuslaw. Hotels, shopping, and parks are plentiful. Recreation in the area includes: biking, hiking, beachcombing, golfing, clamming, crabbing,

horseback riding, dune bugging, sailing, boating, fishing (both freshwater and deep sea), hunting, camping, and watersports of all kinds.

More information about the Florence community can be found at: <http://www.florencechamber.com>

Mapleton and Florence are located in Lane County roughly 50 miles west of the County seat, the City of Eugene, Oregon.

#### **ABOUT THE EUGENE COMMUNITY:**

Eugene is located in the Willamette Valley, with the Cascade Mountain Range to the east and the Coast Range to the west. It is about 110 miles south of Portland, Oregon. The elevation is 426 feet. The population is about 150,325 within the City of Eugene and 50,150 in adjacent Springfield.

The average temperatures range from 36.9 F to 48.6 F in December and 51.2 F to 82.2 F in August. Average yearly rainfall is 46.6 inches, which occurs primarily from October to April. Significant snowfall is rare.

There is a wide variety of recreational opportunities available in the area including: backpacking, fishing, hunting, cross-country skiing, downhill skiing, rafting and canoeing, sailing, cycling, mountain biking, and horseback riding. There are eleven golf courses in the area. Some of the local events include: Eugene Celebration, Bach Festival, and Springfield Filbert Festival. The City is home to symphony, opera, ballet, modern dance organizations and several theater groups. Eugene is known as the "Track and Field Capital of the United States."

Medical Services are provided by Sacred Heart and McKenzie-Willamette Hospitals, which provide a wide range of medical services. There are numerous physicians of all specialties in the area.

The area includes three public school districts and numerous private schools. Public institutions offering higher education are the University of Oregon and Lane Community College.

Eugene's housing is plentiful. A three-bedroom, two-bath, 1600 square-foot home will range from \$220,000 to \$250,000. The average rental price for a 3-bedroom home is \$700-900 per month and the average apartment/duplex rents for \$500-700 per month.

Eugene is a full service community with numerous retailers. For more information on Eugene, contact the Eugene Chamber of Commerce, 1401 Willamette Street, Eugene, OR. (541) 484-1314 or go to their web site at <http://www.el.com/to/eugene>

## **2. SALE PARCEL DESCRIPTION**

The Hillcrest Administrative facility property lies outside of the Siuslaw National Forest boundary, and was developed for temporary employee housing and for warehouse facilities supporting timber/silviculture, engineering, recreation and fire management programs as part of the Mapleton Ranger District of the Siuslaw National Forest. Currently, the site is unoccupied and use at the warehouse and storage yards has been extremely limited or discontinued. The property was acquired in a Warranty Deed to the United States of America, in February of 1938 as recorded in the Lane County Deed Records, Volume 194, Page 453.

This property was developed as a Civilian Conservation Corps camp in the early 1930's. A work program began during the Depression Era. Camp Mapleton was occupied by a number of different Companies. Their work was focused on the construction of the Mapleton Ranger Station, road building, and a covered bridge in the area. Buildings in the camp included barracks, a kitchen, offices, warehouses and boxing ring. Little evidence remains on the property of this earlier history.

The residential structure #1025 was constructed in 1958. Two years later, two more residential buildings #1026 and #1027 were added. In 1977 modular residences were located on the property to serve as temporary housing for Siuslaw National Forest employees. The Warehouse #2225 was built in 1980 and included a refrigerated tree cooler which was recently removed. The pump house and storage shed were added in 1986 as utility buildings. See the Table 1, above for the details on sizes of buildings. The property continued to be used for equipment storage, employee housing and seedling storage until around 2008 when the Siuslaw National Forest Facility Master Plan identified the sites as under-utilized by the Forest Service, and is planned for removal from federal ownership.

About 50% of the area contains natural vegetation, including some scattered large timber. Isolated from other federal lands, the parcel lies between industrial forest land on the west and north, with the rural community of Mapleton on the east and south sides. In addition to State Highway 126 and an active railroad right of way, the adjacent area includes a cemetery, residences, office buildings and a recently closed mill.

Bidders are reminded that the properties are offered for sale and will be sold **“As is”** and **“Where is”** without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

### **3. DRIVING DIRECTIONS**

From Portland, Oregon, take the I-5 Interstate approximately 104 miles south toward Eugene. In Eugene, merge onto OR 569 Beltline Hwy West, Exit 195B toward Florence/Oregon/Coast/Junction City, for approximately 10 miles. Turn right (west) on West 11<sup>th</sup> Ave/OR-126 and continue westerly for approximately 41 miles. Turn left in Mapleton on OR-126 and travel a half mile to Rice Road. Turn right (north) onto Rice Road and then make a sharp right turn onto Hillcrest drive. This road will take you onto the property. The gate is locked and a key will need to be picked up at the Forest Service Ranger District office in Florence for admittance. Walking distance to the facilities is not difficult and prospective purchasers are encouraged to walk around the property.

### **4. LEGAL DESCRIPTIONS**

Hillcrest Administrative Property  
11459 Hillcrest Road  
Mapleton, Oregon 97453

#### **Hillcrest Administrative Property:**

T.18 S., R.10 W., W.M.  
A portion of Sections 2 and 11  
Containing 95.6 acres, more or less.

The full legal description that will be used in the conveyance deed is available upon request.

### **5. ASSESSOR'S PARCEL NO.:**

Assessor's Parcel Number:  
Map 18-10-11, Tax Lot 700  
Map 18-10-02-31, Tax Lot 1000

For county tax and plat maps, visit [www.ormap.org](http://www.ormap.org), click on “Maps Online”, and choose Lane County.

## 6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

Physical and legal access to this property is off of OR-126 onto Rice Road and then onto Hillcrest Drive, both County Roads. The deed for the property includes a statement “together with” the pertinent access easements.

A requirement of the sale will be a covenant within the conveyance deed that will require the purchaser to agree to an area of coho salmon habitat protection along Hollenbeck Creek in the northern portion of the property. The coho salmon is listed as a threatened species and is subject to protection under the Threatened and Endangered Species Act. The covenant specifically delineates the Hollenbeck Creek Protection Area, where activities which would negatively impact Hollenbeck Creek and its riparian area, including, but not limited to, vegetation management, construction facilities and all use of heavy equipment are prohibited. The covenant also reserves a right of access to the area for monitoring habitat conditions by the United States. The Forest Service strongly recommends that prospective purchasers physically inspect the deed covenant area prior to submission of a bid. The deed covenant included in the quitclaim deed that will be used as the conveyance document. A draft quitclaim deed is available upon request.

A condition of the sale will be to grant a perpetual easement for the continued use and maintenance of a municipal water transmission system and structures belonging to the Mapleton Water District. The municipal water system provides domestic water to the Mapleton community. The purchaser will be required to grant an easement to the Mapleton Water District authority at closing for this use. The executed document will be recorded in the Lane County Recorder's Office. A draft copy of the easement is available upon request.

A condition of the sale will be to grant an easement for the service and maintenance of an electric power line and the lands thereon to the Bonneville Power Administration, U.S. Department of Energy. The purchaser will be required to grant an easement to the BPA for this use at closing. A draft copy of the easement and plat are available upon request.

A condition of the sale will be to grant an easement for the existing use for service and maintenance of electric power lines and the lands thereon to the Central Lincoln PUD of Newport, Oregon. The purchaser will be required to grant an easement to this utility company at closing. A draft copy of the easement and plat are available upon request.

A condition of the sale will be to grant an easement for the existing use for service and maintenance of an electric power line and the lands thereon to the Blachly-Lane County Cooperative Electric Association. The purchaser will be required to grant an easement to this utility company at closing. A draft copy of the easement and plat are available upon request.

The property will be sold subject to a reservation for ingress and egress to the United State in order to monitor a deed covenant within the quitclaim deed for the protection of the Hollenbeck Creek coho salmon area.

The property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

A requirement of CERCLA. (Comprehensive Environmental Response, Compensation, and Liability is a deed covenant. More information can be found in this IFB under the section “Notices and Covenants”.

## **7. UTILITIES & SERVICE PROVIDERS**

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities. The following utilities are currently available to the property:

Water:

Mapleton Water District  
88151 Riverview Ave.  
Mapleton, OR 97453  
541-268-4348

NOTICE: The water to the houses is supplied by the Mapleton Water District via a pump located adjacent to the water tanks located on the property. The pump delivers the water to a concrete holding tank located in the northern portion of the property near the warehouse. The water is then pumped from that concrete holding tank to the houses. Both pumps and pumphouse enclosures are located on the property and will be sold along with the associated infrastructure. However, the Mapleton Water District has informed the Forest Service that the water distribution system may not be adequate for future use. Prospective purchasers are encouraged to discuss the water system with the Mapleton Water District personnel.

Sewer:

All septic.

The septic tanks and leach fields have not been serviced in some time.

Electrical:

Central Lincoln PUD  
966 Highway 101  
Florence, OR 97439  
Phone 541-997-3414

Telephone:

Verizon (or other cellular service)  
Verizon Customer Support 1-800-483-4000



# GENERAL TERMS OF SALE

---

## 1. DEFINITIONS

### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notice and Covenants and; Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

### d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

### e. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

### f. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

### g. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

### h. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

#### **i. BID INCREMENT/INTERVAL**

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](http://RealEstateSales.gov).

#### **j. PROXY BID**

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

#### **k. HIGH BIDDER**

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### **l. BACKUP BIDDER**

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### **m. WEBSITE**

The GSA Auctions® website, [GSAuctions.gov](http://GSAuctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](http://RealEstateSales.gov).

### **2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZF) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

### **3. INSPECTION**

The Property will be made open for inspection at the following times:

**Wednesday, September 21, 2011, from 10 a.m. to 3 p.m.**  
**Saturday, September 24, 2011, from 10 a.m. to 3 p.m.**

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

#### **4. CONTRACT**

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

#### **5. CONDITION OF PROPERTY**

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

#### **6. ZONING**

The Lane County zoning office confirms that the entire 95.6 acre parcel is zoned F-1, Non-Impacted Forest Lands Zone.

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

#### **7. RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

#### **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

#### **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the

deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

## **14. COVENANT AGAINST CONTINGENT FEES**

*The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.*

## **15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The closing date of the sale is Sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the Sixty (60) calendar day period.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon confirmation that Purchaser's funds have been received by the Government the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## **16. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay interest on the outstanding balance of the purchase price, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to the General Services Administration, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Real Property Utilization and Disposal (9PZF)  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001  
Attn: Lisa Roundtree

## **18. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

# INSTRUCTIONS TO BIDDERS

---

## 1. AUCTION START DATE

The auction opens on [September 12, 2011](#) at 9 a.m. (Central Time).

## 2. TYPE OF SALE

This sale will be an online auction conducted at [RealEstateSales.gov](#). The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at [RealEstateSales.gov](#), with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. STARTING BID

The starting bid is \$400,000. The starting bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(2) Complete Online Registration: Bidders must register online at [RealEstateSales.gov](#). Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of [GSAAuctions.gov](#) can login using the established Username and Password. In the event you forget your Username or password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from [RealEstateSales.gov](#). GSA staff can not assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name



and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of \$40,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (9PZF)  
400 15h Street S.W.  
Auburn, WA 98001  
Attn: Lisa Roundtree

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (253-931-7554).

c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

## 6. BIDDING IN GENERAL

a. Registered bidders may place an initial bid online by following the instructions at [RealEstateSales.gov](http://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](http://RealEstateSales.gov), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

b. Bids received through [RealEstateSales.gov](http://RealEstateSales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.

c. Bids must be submitted without contingencies.

d. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions [Terms and Conditions](#).

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](http://RealEstateSales.gov). New bids are immediately posted at [RealEstateSales.gov](http://RealEstateSales.gov) upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on [RealEstateSales.gov](http://RealEstateSales.gov), then you should call GSA at 1-866-333-7472, Option 3. Bidders are urged to pay close attention to [RealEstateSales.gov](http://RealEstateSales.gov) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 8. INCREASING YOUR BID ONLINE – PROXY BIDDING

[RealEstateSales.gov](http://RealEstateSales.gov) allows you to place flat and proxy bids. A flat bid is the minimum bid you can place online. Flat bids are usually the starting price of the auction or the current winning bid plus the bid increment. A proxy bid is an amount you are currently willing to bid for a property that is higher than the stated Bid Increment. With your proxy bid, [RealEstateSales.gov](http://RealEstateSales.gov) incrementally bids on your behalf to keep you the current winner of the auction until your proxy is reached. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your proxy bid amount if you want to continue bidding. Your proxy bid is not shown to other bidders. If a reserve price is set, [RealEstateSales.gov](http://RealEstateSales.gov) will use as much of your bid as needed to meet the reserve price.

When two proxy bids compete, the greater of the two always wins. If the greater proxy limit does not exceed the lesser proxy limit by the full stated Bid Increment, then the greater proxy limit bid is placed. You may increase or decrease your proxy bid limit at any time. You cannot decrease your proxy bid

below the current bid. If you are currently the winner in an auction, increasing your proxy bid will not increase your current bid until challenged by another bid.

If you learn from [RealEstateSales.gov](https://RealEstateSales.gov) that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](https://RealEstateSales.gov) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at [RealEstateSales.gov](https://RealEstateSales.gov) then you should call GSA at 1-866-333-7472, Option 3, for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

## 10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on [RealEstateSales.gov](https://RealEstateSales.gov). The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at [RealEstateSales.gov](http://RealEstateSales.gov).

## **11. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for Ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the Ninety (90) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

## **12. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## **13. BID EXECUTED ON BEHALF OF BIDDER**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

## **14. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **15. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## **16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING**

Within Ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within Sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## **17. REFUND OF REGISTRATION DEPOSITS**

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

## **18. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Go

## **19. ADDITIONAL INFORMATION**

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or [RealEstateSales.gov](https://RealEstateSales.gov).

## **20. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.



# NOTICES AND COVENANTS

---

The following Notice and Covenants will be inserted in the Quitclaim Deed. The purchaser must agree to the covenants and other provisions of the sale described herein.

The Environmental Site Assessment and related documents are available for review by bidders, and the successful high bidder will receive a copy.

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

- A. CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause are required under Section 120 (h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C 9620 (h). The **GRANTOR** has completed the following reports: a Pre-Conveyance Environmental Site Assessment (ESA), by Douglas C. Shank, dated January 7, 2008; an addendum by Douglas C. Shank, to the Pre-conveyance Environmental Site Assessment (ESA) dated June 9, 2008; and an Update dated March 23, 2011 by Douglas C. Shank, to the Pre-conveyance Environmental Site Assessment (ESA).

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

- (1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and
- (2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

**GRANTOR** reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter

upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**B.** The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

**C.** The **GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

## **2. NOTICE OF PRESENCE OF LEADBASED PAINT (LBP)**

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended.

ATEZ, Inc. 23525 Hwy, 99 E., Harrisburg, OR 97446, was contracted to investigate if any lead-based paint was present in any of the structures at Hillcrest.

The testing showed no lead-based paint on any structures above the actionable limits of 1.0 mg / cm<sup>2</sup>, with potential to be hazardous (as defined in Chapter One of the Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, Pursuant to Section 1017 of the Residential Lead Based Paint Hazard Reduction Act of 1992, enacted as Title X of the Housing and Community Development Act of 1992 (Public Law 102-550)). With dust wipes, sampling showed no lead dust above HUD clearance levels.

During the soil sampling one of the twenty soil samples taken within the property boundaries discovered elevated lead paint levels in the gravels at the north end and a few feet away from modular #2006. The sample exceeded the 400 ppm value established by the Oregon Department of Health for residential areas. The tests identified little or no lead in soil in the remaining nineteen soil samples, which would indicate that there is no historical problem associated in or around the old CCC camp. Based on the test results, it seems reasonable to assume that there is not a widespread lead problem in the soil above acceptable limits within the property, except in the area of gravels and soil at the north end of modular #2006. Consequently, ATEZ, Inc., 23525 Hwy. 99E, Harrisburg, OR

97446, was contracted to remove the lead contaminated soil from around the north end of modular #2006. The work was completed in March of 2008. Approximately 10 cubic yards of contaminated soil were hauled to the Coffin Butte Landfill. After the abatement work was completed, Lead Solutions, Inc., 1297 Sullivan Ct NW, Salem, OR 97304, was contracted to determine if lead hazard reduction activities were conducted in compliance with Federal and State of Oregon regulations. Soil samples were analyzed and the follow up testing determined that the clean up was in compliance with applicable Federal and State clearance standards and that no further action was necessary.

### **3. ASBESTOS CONTAINING MATERIALS (ACM)**

Eastwood Environmental, Inc., 4326 N.E. Killingsworth, Portland, OR 97218-1404, summarized their asbestos inspection in a report dated January 12, 1994 which is available upon request. They conducted an investigation of the Hillcrest housing and warehouse buildings.

Building No. 1025: Asbestos was detected in the sheet floor tile and mastic samples for the tile in the front entrance, the laundry room, and the bathroom.

Building No. 1026: Asbestos was detected in the sheet floor tile in the kitchen, dining room, and the bathroom.

Building No. 1027: Asbestos was detected in the 9 inch by 9 inch floor tile and tile mastic and in the chimney flue sample.

Space No. 5 (Modular #2005): Asbestos was detected in the sheet floor tile - - 729 square feet.

No asbestos was detected in any of the buildings related to the warehouse activities.

Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control

or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

#### **4. UNDERGROUND FUEL STORAGE TANKS (USTs)**

GeoPotential, an environmental and exploration geophysics company, 223223 E. Wild Fern Lane, Brightwood, OR 97011, was contracted to determine the existence of underground fuel storage tanks at the three residences (#1025, #1026, and #1027). An EMA6 Tracer hand-held metal detector and a GA-92xt Magnetic Gradiometer were used to scan the areas around vent pipes next to the buildings for three-dimensional objects that could be USTs. Three such objects were detected, one associated with each residence. They were marked on the ground surface with white paint and stakes.

Xavier Environmental of 11300 SW Cahalin Rd., Sherwood, OR 97140, was contracted to investigate and decommission the underground fuel storage tanks at the three residences. All the sites were drilled and tested for petroleum hydrocarbons using method NWTPH-Dx. Final analyses at all the residences concluded that no petroleum hydrocarbons were present in any sample. On April 16, 2007, Xavier Environmental performed in-place decommissioning of each tank in accordance with Oregon Department of Environmental Quality rules and regulations. No further action was necessary. The complete report is available upon request.

#### **5. RADON**

Separations Technology Associates, Inc. (W. 204 St. Thomas More Way, Spokane, WA 99208, conducted radon testing at the site in June of 1989. All the buildings were apparently tested, and the results ranged from <0.5 to 10.5 pCi/L. All the facilities were below the Environmental Protection Agency (EPA) action limit of 4.0 pCi/L. Additional records from January 12, 1991 indicate that long-term testing was being done in those locations pinpointed by the initial testing. By June 15, 1992, the record shows that radon testing was completed and no radon levels were detected above allowable limits. No further action is required.

#### **6. OTHER HAZARDOUS SUBSTANCE INFORMATION**

##### **BURN PILE**

A District burn pile, was documented at the Hillcrest site during the Environmental Site Assessment of June, 2008. The burn pile was located about 100 to 150 feet east of the Warehouse, Building No. 2225. The pile was roughly 30 feet long and 15 to 20 feet wide, and the area had apparently been used by Forest Service employees for decades. Primarily, organic debris, such as brush, limbs, and lawn clippings were burned there. However, on occasion, numerous tree seedling bags, as well as other types of woody debris and construction waste, and old files were consumed at this site. Follow up soil sampling and testing was conducted at the Burn Pile Site to determine if excessive concentrations of contaminants were present. The analysis was completed by Bergeson-Boese & Associates, Inc., located at 32986 Roberts Court, Coburg, OR 97408, with a mailing address of P. O. Box 71158, Eugene, OR 97401. Contaminants of concern included hydrocarbon identification per NW – TPH Methodology, polynuclear aromatic hydrocarbons (PAHs - tested by Environmental Protection Agency (EPA) Method 8270M-SIM), semi-volatile organic compounds (tested by EPA method 8270C), chlorinated herbicides per EPA Method 8151A Modified, and total metal concentrations (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver), tested by EPA 6000/7000 Series Methods. Their report, dated July 17, 2007, is available upon request.

A potentially significant concentration of arsenic was detected in the burn pile samples. Arsenic is considered both a toxic contaminant and a carcinogen. However, Oregon soils are considered naturally high in arsenic. The sample values in soils below or outside the burn pile were within the range of acceptable levels of arsenic for natural soils according to the Oregon Department of Environmental Quality. However, arsenic samples taken in

the area of the burn pile were, on average, about four times higher than acceptable levels. In summary, the burn pile ash and debris, which is approximately 30 feet wide by 20 feet long and about six inches deep, was recommended to be cleaned up. The contaminated soil needed to be removed to an appropriate disposal site and the clean-up should be conducted to meet average arsenic background levels in the native soil.

Consequently, PBS Engineering + Environmental, 4412 SW Corbett Avenue, Portland, OR 97239, was contracted to perform remediation services consisting of removal of contaminated soil at the Hillcrest property. The work consisted of 1) soil sampling to further characterize the burn pile contamination for disposal purposes and to establish site-specific background concentrations for arsenic and lead in the soil, 2) to oversee the removal of impacted soil and conduct confirmation sampling to verify cleanup, and 3) prepare a report summarizing the work performed and the results. The work was completed in April and May of 2008. Excessive arsenic and lead concentrations levels were reduced to acceptable levels. A total of 43.28 tons of impacted soil were removed from the site and transported to the Coffin Butte Landfill for disposal. Since lead and arsenic are naturally occurring elements, and arsenic is relatively high in soils in western Oregon, the burn pile was cleaned up to background arsenic levels. No further action was documented and the full report is available upon request.

## **CONTAMINATED SOIL**

Approximately 1500 cubic yards of petroleum contaminated soil that originated from the Mapleton Upper Compound, a separate Forest Service facility, was stockpiled near the warehouse Building #2225. The soil was stored on plastic liners, bermed and covered, and was subsequently removed in 1995. Post removal testing indicated that the contaminated soil did not impact the soil beneath and the property was declared to be clean of any petroleum contaminated soil.

## **HERBICIDE PROGRAM**

The Mapleton Ranger district was involved with a herbicide spray program over the years. Chemicals such as 2,4-T and 2,4-D were stored in the tree cooler, warehouse and garages. The Environmental Site Assessment describes this activity in more detail.

## **7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE**

In June of 2011, the Forest Service issued an Environmental Assessment and Decision Notice for the Hillcrest Administrative Property in order to fully comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations. This Act requires public involvement and consideration of potential environmental effects. The documentation of these decisions supports compliance with this Act.

In accordance with Executive Order 12898, these projects will not result in any disproportionate impact to minority or low-income populations.

Project implementation is consistent with other Federal, State, and local laws for the protection of the environment.

## **8. FLOODPLAINS**

There are Hollenbeck Creek associated floodplains on the property.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF  
GOVERNMENT REAL PROPERTY**

**Hillcrest Administrative Property**  
**11459 Hillcrest Dr, Mapleton, OR 97453**  
**ZEATL911792001**  
**REGISTRATION DEPOSIT: \$40,000.00**

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_ @ \_\_\_\_\_

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS** (check which applies) see Page 18, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual \_\_\_\_\_  
☐ A partnership consisting of \_\_\_\_\_  
☐ A limited liability partnership consisting of \_\_\_\_\_  
☐ A corporation, incorporated in the State of \_\_\_\_\_  
☐ A limited liability company \_\_\_\_\_  
☐ A trustee, acting for \_\_\_\_\_  
☐ Other \_\_\_\_\_

**Registration Deposit (check one):**

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)  
☐ By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_  
☐ Visa ☐ MasterCard  
☐ Discover ☐ American Express  
Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within Sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 9PZF-11-12 including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (9PZF)  
Attn: Lisa Roundtree  
400 15th Street S.W.  
Auburn, WA 98001-6599

FAX: (253) 931-7554 (if deposit by credit card)



# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Page 18, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

**Hillcrest Administrative Property  
11459 Hillcrest Dr, Mapleton, OR 97453**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the  
scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)